

**CONSENT AND THIRD AMENDMENT TO
RENEWABLE GENERATOR CREDIT RATE AGREEMENT**

This Consent and Third Amendment to Renewable Generator Credit Rate Agreement (this “Consent and Amendment”) is made and entered into and effective as of June 11, 2018, by and among SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation (“SCE&G”), SPRINGFIELD SOLAR, LLC, a North Carolina limited liability company (“Springfield Solar”), NIMITZ SOLAR, LLC, a South Carolina limited liability company (“Nimitz Solar”), CURIE SOLAR, LLC, a South Carolina limited liability company (“Curie Solar” and collectively with Springfield Solar and Nimitz Solar, the “Project Companies”), and CYPRESS CREEK SC COMMUNITY SOLAR, LLC, a Delaware limited liability company (“CCR”). Each of SCE&G, CCR and the Project Companies shall be referred to in this Consent and Amendment as a “Party” and collectively as the “Parties”. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Credit Rate Agreement (defined below).

RECITALS

WHEREAS, SCE&G and Clean Energy Collective, LLC, Colorado limited liability company (“CEC”), previously entered into that certain Renewable Generator Credit Rate Agreement, dated July 26, 2016, as amended by that certain First Amendment to Renewable Generator Credit Rate Agreement, dated February 22, 2017, as further amended by that certain Second Amendment to Renewable Generator Credit Rate Agreement, dated January 8, 2018 (the “Credit Rate Agreement”);

WHEREAS, with the consent of SCE&G, on September 27, 2017, CEC entered into an Assignment and Assumption Agreement with Springfield Solar pursuant to which CEC assigned to, and Springfield Solar assumed, all of Assignor’s rights, title, interest and obligations (including but not limited to CEC’s accounts and rights to receive payment) under the Credit Rate Agreement to the extent such rights, title, interest and obligations relate to the Springfield Solar Facility (the “Springfield Assignment”);

WHEREAS, with the consent of SCE&G, on September 27, 2017, CEC entered into an Assignment and Assumption Agreement with Nimitz Solar pursuant to which CEC assigned to, and Nimitz Solar assumed, all of Assignor’s rights, title, interest and obligations (including but not limited to CEC’s accounts and rights to receive payment) under the Credit Rate Agreement to the extent such rights, title, interest and obligations relate to the Nimitz Solar Facility (the “Nimitz Assignment”);

WHEREAS, with the consent of SCE&G, on September 27, 2017, CEC entered into an Assignment and Assumption Agreement with Curie Solar pursuant to which CEC assigned to, and Curie Solar assumed, all of Assignor’s rights, title, interest and obligations (including but not limited to CEC’s accounts and rights to receive payment) under the Credit Rate Agreement to the extent such rights, title, interest and obligations relate to the Curie Solar Facility (the “Curie Assignment” and collectively with the Springfield Assignment and the Nimitz Assignment, the “Partial Assignments”);

WHEREAS, CEC has entered into (a) that certain Membership Interest Purchase Agreement, dated as of June 11, 2018, by and between CEC and Cypress Creek Renewables, LLC, pursuant to which CEC has caused its Affiliate, Renewable Sun, LLC, to transfer one hundred percent (100%) of the equity interests in each of the Project Companies to CCR, and (b) that certain Assignment and Assumption of Credit Rate Agreement, dated as of the date hereof, by and between CEC and CCR, a copy of which is attached hereto as Exhibit A, pursuant to which CEC will assign all of its remaining rights, title, interest and obligations under the Credit Rate Agreement to CCR (the “Transfers”);

WHEREAS, CEC, CCR and the Project Companies have requested that SCE&G provide its consent to the Transfers as required pursuant to Section 13 of the Credit Rate Agreement;

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WHEREAS, SCE&G has agreed to provide its consent to the Transfers provided that (i) SCE&G, CCR and the Project Companies enter into this Consent and Agreement, (ii) SCE&G, CEC and Springfield Solar enter into that certain Agreement Regarding SCE&G Customer Management Rights concurrently with the execution and delivery of this Consent and Amendment, (iii) SCE&G, CEC and Nimitz Solar enter into that certain Agreement Regarding SCE&G Customer Management Rights concurrently with the execution and delivery of this Consent and Amendment (iv) SCE&G, CEC and Curie Solar enter into that certain Agreement Regarding SCE&G Customer Management Rights concurrently with the execution and delivery of this Consent and Amendment (collectively with the agreements referenced in subsections (ii) and (iii), the “CMR Agreements”), and (v) CCR and the Project Companies provide, or cause to be provided, the Surety Bond, Parent Guaranty and Affiliate Guaranty, in each case for the purpose of setting forth certain agreements among such parties, as applicable, in connection with the Transfers and other matters related thereto; and

WHEREAS, as of the date hereof, SCE&G has confirmed and agrees that all conditions to granting its consent to the Transfers have been fully satisfied.

NOW, THEREFORE, the parties hereto hereby agree, in consideration of the premises and mutual obligations set forth herein, as follows:

AGREEMENT

SECTION 1. SCE&G Consent.

(a) Transfers Requiring Consent. Pursuant to Section 13 of the Credit Rate Agreement, CEC may not assign the Credit Rate Agreement or its obligations thereunder, by merger, operation of law, transfer of upstream ownership, or otherwise, without the prior written consent of SCE&G. In connection with the Transfers, on the date hereof, CEC is (i) assigning its rights and obligations under the Credit Rate Agreement to CCR and (ii) transferring the upstream ownership in the Project Companies to CCR, each of which requires SCE&G’s consent pursuant to Section 13 of the Credit Rate Agreement. CEC, CCR and the Project Companies have requested that SCE&G consent to the Transfers.

(b) SCE&G Consents to Transfers. In consideration of the representations, warranties and agreements provided and made by CEC, CCR and each of the Project Companies in this Consent and Amendment and in connection with the request for such consents, SCE&G hereby consents to the Transfers.

(c) Consent Not a Waiver. SCE&G’s consent to the Transfers shall not in any way be deemed (i) an approval by SCE&G of any of the terms or conditions contained in any of (1) with respect to the Springfield Solar Facility, that certain Customer Management Agreement, dated as of the date hereof, between Springfield Solar and CEC, (2) with respect to the Nimitz Solar Facility, that certain Customer Management Agreement, dated as of the date hereof, between Nimitz Solar and CEC or (3) with respect to the Curie Solar Facility, that certain Customer Management Agreement, dated as of the date hereof, between Curie Solar and CEC, or (ii) a waiver by SCE&G of any of its rights under the Credit Rate Agreement.

SECTION 2. Credit Rate Agreement Amendments. In consideration of the representations, warranties and agreements provided and made by the Parties in this Consent and Amendment, each of SCE&G, CCR and each of the Project Companies hereby agrees that the Credit Rate Agreement is hereby amended as follows:

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(a) Removal of Exclusivity Provision. Section 2.1.1(a) of the Credit Rate Amendment is hereby amended by deleting the last sentence thereof in its entirety.

(b) Provisions related to CEC Intellectual Property.

(i) Section 4.4.5 of the Credit Rate Agreement is hereby deleted in its entirety and replaced with the following:

“The Parties acknowledge and agree that, as of the Third Amendment Date, the Parties have executed Exhibits 1, 2 and 3 to Appendix C so as to add each of (a) the Springfield Solar LLC Solar Array (the “Springfield Solar Facility”), (b) the Nimitz Solar LLC Solar Array (the “Nimitz Solar Facility”) and (c) the Curie Solar LLC Solar Array (the “Curie Solar Facility”) as Facilities under this Agreement. The Springfield Solar Facility, Nimitz Solar Facility and Curie Solar Facility collectively have, upon completion, a cumulative nameplate capacity of 16,000 kW AC. The Parties further acknowledge that, in connection with the execution of Exhibits 1, 2 and 3 to Appendix C, (i) Seller and SCE&G executed separate License Agreements (in the form of Exhibit 11.5.3(a) hereto) in respect of each of the Springfield Solar Facility, Nimitz Solar Facility and Curie Solar Facility and (ii) Seller added each of the Springfield Solar Facility, Nimitz Solar Facility and Curie Solar Facility and the each of the Project Companies to Schedule A-2 of that certain Irrevocable CEC Licensed Technology Trust for the Trust Facilities, by and among CEC (as settlor), ANB Bank of Denver, Colorado (as trustee), and SCE&G (as beneficiary), dated as of the July 27, 2016 (the “Trust Agreement”).”

(ii) Sections 11.5.3 and 11.5.4 of the Credit Rate Agreement are hereby deleted in their entirety.

(iii) Exhibit 11.5.3(b) of the Credit Rate Agreement, and the reference thereto in Section 1 of the Credit Rate Agreement are hereby deleted in their entirety.

(c) Contract Quantity and Guaranteed Energy Production. The Credit Rate Agreement is hereby amended by inserting the following as a new Section 2.12:

“2.12 Contract Quantity and Guaranteed Energy Production. Seller has estimated that, following the Commercial Operation Date of each Facility, such Facility will deliver an annual expected performance output of Net Energy (as defined in the applicable Exhibit to Appendix C for such Facility) for each year of the Delivery Term for such Facility as set forth in Schedule C-1 to the applicable Exhibit to Appendix C for such Facility (as applicable, the “Contract Quantity”); provided that the Contract Quantity for Net Energy for the applicable period shall be reduced on an equitable basis to the extent any of the following occur: (a) SCE&G interconnection outages (unless caused by Seller’s action or inaction), (b) SCE&G’s inability to accept Net Energy, unless caused by Seller’s action or inaction, (c) any directive of SCE&G Transmission, and (d) events of Force Majeure. If, starting with the second year of the applicable Delivery Term, any Facility fails to deliver eighty-five percent (85%) of the Contract Quantity for such Facility (as adjusted, and regarding Net Energy) in any particular year during the applicable Delivery Term (as applicable, the “Guaranteed Energy Production”),

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then a shortfall of Net Energy with respect to such year equal to the difference between the Guaranteed Energy Production and the Net Energy actually delivered (a "Shortfall") shall be deemed to exist, and Seller shall pay to SCE&G in respect of such Shortfall an amount equal to fifty percent (50%) of the Energy Payment Rate (as allocated between Subscribed Energy and Unsubscribed Energy) in \$/kWh specified in the applicable Exhibit to Appendix C for such Facility for that year of the Delivery Term multiplied by the amount of the Shortfall in kWh ("Performance Liquidated Damages"), which Performance Liquidated Damages shall be paid on the monthly payment date immediately succeeding the year during the Delivery Term for which Seller's obligation to pay such amounts arose or within 30 (thirty) days of delivery of an invoice from SCE&G to Seller if the Shortfall occurred in the final year of the applicable Delivery Term.

- (d) Seller Parties. Section 4.4 of the Credit Rate Agreement is hereby amended by inserting the following as a new Section 4.4.6:

"4.4.6 The Parties acknowledge that, effective as of September 27, 2017, Clean Energy Collective, LLC (predecessor-in-interest to Cypress Creek SC Community Solar, LLC) partially assigned (with the consent of SCE&G) its rights, title, interest and obligations, including but not limited to Seller's accounts and rights to receive payment) to each of Springfield Solar, LLC (to the extent such rights, title, interest and obligations relate to the Springfield Solar Facility), Nimitz Solar, LLC (to the extent such rights, title, interest and obligations relate to the Nimitz Solar Facility) and Curie Solar, LLC (to the extent such rights, title, interest and obligations relate to the Curie Solar Facility). Thus, the Parties hereby acknowledge and agree that all references to "Seller" in this Agreement shall refer to each of Cypress Creek SC Community Solar, LLC, Springfield Solar, LLC, Nimitz Solar, LLC and Curie Solar, LLC, as the context may require."

- (e) O&M Services.

- (i) Section 5.1 of the Credit Rate Agreement is hereby amended by deleting the second (2nd) sentence thereof in its entirety.
- (ii) Section 5.3 of the Credit Rate Agreement is hereby deleted in its entirety and replaced with the following:

"5.3.1 Seller shall have the responsibility to operate and perform or cause the operation and performance of system inspections, preventative maintenance and corrective maintenance for the Facilities and the interconnection facilities set forth in Appendix B in conformance with all applicable Laws and in accordance with Good Utility Practices for each Delivery Term. Except as provided in Section 5.3.2, Seller shall be responsible for all operations and maintenance costs for the Facilities and interconnection facilities.

5.3.2 With respect to each Facility, SCE&G hereby agrees to pay to Seller or its designee in any payment instruction letter, in arrears and on a calendar quarter basis during the Delivery Term applicable to such Facility, the amounts set forth on Appendix G as compensation related to the operation and maintenance of such Facility. SCE&G shall pay such

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amounts to Seller or its designee within thirty (30) days after receipt of an invoice from Seller or its designee setting forth the amount due for the preceding calendar quarter. Notwithstanding the foregoing, SCE&G shall have the right to withhold any such payments otherwise due to Seller pursuant to this Section 5.3.2 upon ten (10) days' written notice from SCE&G to Seller regarding Seller's failure to meet its obligations with respect to the operation and maintenance of the applicable Facility in accordance with Section 5.3.1 if such failure has not been cured to SCE&G's satisfaction within such ten (10)-day period.

5.3.3 Within thirty (30) days after the end of each annual period during the Delivery Term, Seller shall provide SCE&G a written report setting forth in reasonable detail and to SCE&G's reasonable satisfaction a summary of the costs incurred by Seller with respect to the operations and maintenance services carried out in relation to the applicable Facility during the preceding year."

- (iii) Section 5.5 of the Credit Rate Agreement is hereby amended by deleting the last two (2) sentences thereof in their entirety.
 - (iv) Section 5.6 of the Credit Rate Agreement is hereby amended by deleting the phrase "the O&M Services and for".
 - (v) Section 6.2 of the Credit Rate Agreement is hereby amended by (1) deleting the term "(i)" and (2) deleting subsection (ii) thereof in its entirety.
 - (vi) Section 6.3 of the Credit Rate Agreement is hereby deleted in its entirety.
 - (vii) Section 7.3 of the Credit Rate Agreement is hereby deleted in its entirety.
 - (viii) Section 15.1 of the Credit Rate Agreement is hereby amended by (1) deleting the term "(a)" and (2) deleting subsection (b) thereof in its entirety.
 - (ix) Appendix B of the Credit Rate Agreement is hereby deleted in its entirety and replaced with Exhibit B attached hereto.
 - (x) A new Appendix G is hereby added to the Credit Rate Agreement immediately after Appendix F thereto in the form attached as Exhibit C attached hereto.
- (f) Marketing and Customer Care. Section 5.7 of the Credit Rate Agreement is hereby amended by inserting the following as a new Section 5.7.3:

"Notwithstanding anything in this Agreement to the contrary, Seller shall ensure that all Customer Agreements entered into with any Customer in connection with the Community Solar Program or this Agreement shall expressly provide for such Customer's consent for SCE&G to provide such Customer's information, including such Customer's billing address, utility service location and usage information."

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(g) Step-In Plan.

- (i) Section 11.5.2 of the Credit Rate Agreement is hereby amended as follows:

(A) All references to “CEC’s Financial Lenders or Investors” shall be deleted and replaced with “Seller’s Financial Lenders or Investors”.

- (B) Section 11.5.2(b) is hereby amended to read as follows:

“entitle SCE&G, at its option, to directly or indirectly provide on behalf of Seller the Customer Management Services including designating a contractor to do so on Seller’s behalf, from and after a Step-In Event (each occurrence of a Step-In Event giving rise to an independent right) and the expiration of ten (10) Business Days thereafter without any of Seller’s Financial Lenders or Investors assuming responsibility to provide such services pursuant to the Step-In Plan,”

- (ii) Section 11.5.5 of the Credit Rate Agreement is hereby amended to read as follows:

“Step-In Event” A “Step-In Event” means (1) a Seller Default under Section 11.2(b) or 11.2(d), (2) a failure of Seller to substantially perform the Customer Management Services, (3) any action by any creditor of Seller that results in suspension, termination or rejection of the Customer Management Services or the Step-In Plan, such as foreclosure, attachment, sale or assignment of assets, or business closure, unless the Customer Management Services are assumed and performed, or (4) any material breach or failure of the Step-In Plan by Seller or Seller’s Financial Lenders or Investors; in each of cases (1)-(4), such failure is not cured within twenty (20) days of written notice of such failure from SCE&G to Seller.”

- (h) Seller Credit Support. Section 10 of the Credit Rate Agreement is hereby amended as follows:

- (i) The existing paragraph under Section 10 shall be renumbered “Section 10.1” with the title “Creditworthiness Generally”.

- (ii) A new Section 10.2 shall be inserted as follows:

“Seller Credit Support.

(a) Without limiting the obligations set forth in Section 10.1, to secure Seller’s and any Facility Developer’s performance of their respective obligations under this Agreement and the CMR Agreements, Seller shall, (i) upon the Third Amendment Date, provide to SCE&G the Parent Guaranty and the Affiliate Guaranty (ii) on or before June 15, 2018, provide to SCE&G the original Surety Bond. Seller shall maintain, or

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cause to be maintained, in full force and effect (A) the Surety Bond and (B) each of the Guaranties, in each case until all obligations of Seller under this Agreement and the CMR Agreements have been satisfied in full.

(b) SCE&G, in order to satisfy itself of the ability of Seller or the Guarantors to meet their respective obligations under this Agreement, the CMR Rights Agreements and the Guaranties may conduct periodic reasonable credit reviews in accordance with standard commercial practices. Seller agrees to assist, and to cause the Guarantors to assist, in these reviews by providing financial information. If at any time during any Delivery Term either (i) Parent Guarantor fails to maintain, on a consolidated basis, Liquidity in the amount of at least Fourteen Million Dollars (\$14,000,000) (the "Liquidity Requirement") or (ii) Parent Guarantor fails to maintain, on a consolidated basis, a positive Tangible Net Worth (the "TNW Requirement"), then, in any such case, Seller will, at the request of SCE&G, cause Parent Guarantor to maintain such additional credit support and surety, including but not limited to an unconditional and irrevocable letter of credit, to provide adequate security for protection against the risk of nonpayment under this Agreement or any of the CMR Agreements. Seller shall give SCE&G prompt notice in the event Parent Guarantor is unable, or Seller reasonably foresees that Parent Guarantor will be unable, to satisfy the Liquidity Requirement or the TNW Requirement. For purposes hereof, (1) "Liquidity" means assets held in cash, certificates of deposit, savings, deposit or investment accounts held with a financial institution, or other marketable securities, in each case subject to no liens and (2) "Tangible Net Worth" means total assets minus intangibles and minus total liabilities (in each case, determined in accordance with generally accepted accounting principles in the United States) of any person or entity, determined as of the end of the then most recently completed fiscal quarter of such person or entity.

follows:

(i) Seller Default. Section 11.2 of the Credit Rate Agreement is hereby amended as

(i) The first sentence of Section 11.2 of the Credit Rate Agreement is hereby amended by inserting after the phrase "unless cured as set forth in Section 11.4.1" the following: ", except with respect to those Seller Defaults set forth in Sections 11.2(e) through 11.2(h) for which there shall be no cure period:".

(ii) Section 11.2 of the Credit Rate Agreement is hereby amended by inserting the following new subsections at the end thereof:

"(e) The expiration or termination of the Surety Bond, the Parent Guaranty or the Affiliate Guaranty or the failing or ceasing of the Surety Bond, the Parent Guaranty or the Affiliate Guaranty to be in full force and effect in accordance with Section 10.2.

(f) Any representation or warranty made by either Guarantor under the applicable Guaranty is false or misleading in any material respect when made or when deemed made or repeated.

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(g) Either Guarantor fails to comply with or perform any agreement or obligation to be complied with or performed by such Guarantor in accordance with the applicable Guaranty;

(h) Either Guarantor disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, the Guaranty to which it is a party.”

(j) Assignment. Section 13 of the Credit Rate Agreement is hereby deleted in its entirety and replaced with the following text:

“13. ASSIGNMENT

Seller shall not assign this Agreement or its rights or obligations hereunder, by merger, operation of law, direct or indirect change of control (it being understood that “control” means the ability to manage or otherwise direct the affairs of any person or entity), or otherwise, without the prior written consent of SCE&G, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, Seller may, without the consent of SCE&G (and without relieving itself from liability hereunder), transfer, sell, pledge, encumber or assign this Agreement or rights hereunder to its financing providers for collateral security purposes. Without limiting any of the foregoing, Seller may not assign this Agreement to any Person unless such Person shall, simultaneously with such assignment, (i) acquire all or substantially all of Seller’s assets, including the applicable Facility(ies) and CMR Agreement(s) or (ii) acquire all of the outstanding equity interests in Seller.”

(k) Amendments to Definitions. Appendix A of the Credit Rate Agreement is hereby amended as follows:

(i) The defined term “CEC’s Financial Lenders or Investors” is hereby amended to read “Seller’s Financial Lenders or Investors”.

(ii) The Definitions of “O&M Services” and “Permitted Contractors” are hereby deleted from Appendix A in their entirety.

(iii) The following Definitions are hereby added to Appendix A:

“Affiliate Guarantor” means Cypress Creek SC Community Solar, LLC.

“Affiliate Guaranty” means that certain Guaranty, dated as of the Third Amendment Date, executed by Affiliate Guarantor in favor of SCE&G.

“CMR Agreements” means, collectively, (i) that certain Agreement Regarding SCE&G Customer Management Rights, dated as of the date hereof, among CEC, Springfield Solar, LLC and SCE&G, (ii) that certain Agreement Regarding SCE&G Customer Management Rights, dated as of the date hereof, among CEC, Nimitz Solar, LLC and SCE&G, and (iii) that certain Agreement Regarding SCE&G Customer Management Rights, dated as of the date hereof, among CEC, Curie Solar, LLC and SCE&G.

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“Curie Solar Facility” shall have the meaning set forth in Section 4.4.5.

“Customer Management Services” means, with respect to any Facility, the Work (as defined in the applicable CMR Agreement) to be performed by SCE&G pursuant to the applicable CMR Agreement from and after the Service Commencement Date (as defined in the applicable CMR Agreement).

“Guaranties” means, collectively, the Parent Guaranty and the Affiliate Guaranty, and each of the Guaranties is individually a “Guaranty”.

“Guarantors” means, collectively, Parent Guarantor and Affiliate Guarantor, and each of the Guarantors is individually a “Guarantor”.

“Liquidity Requirement” shall have the meaning set forth in Section 10.2(b).

“Nimitz Solar Facility” shall have the meaning set forth in Section 4.4.5.

“Parent Guarantor” means Cypress Creek Holdings, LLC.

“Parent Guaranty” means that certain Guaranty, dated as of the Third Amendment Date, executed by Parent Guarantor in favor of SCE&G.

“Springfield Solar Facility” shall have the meaning set forth in Section 4.4.5.

“Step-In Event” shall have the meaning set forth in Section 11.5.5.

“Surety Bond” means a Financial and Performance Guarantee Bond issued by Westchester Fire Insurance Company in favor of SCE&G in the amount of \$965,598.00 in the form attached as Appendix H hereto.

“Third Amendment Date” means June 11, 2018.

“Trust Agreement” shall have the meaning set forth in Section 4.4.5.

“TNW Requirement” shall have the meaning set forth in Section 10.2(b).

- (iv) A new Appendix H is hereby added to the Agreement immediately after Appendix G thereto in the form attached as Exhibit D attached hereto.

SECTION 3. Acknowledgments.

(a) Partial Assignments. The Parties acknowledge and agree that (i) the Transfers shall not affect the Partial Assignments and (ii) upon consummation of the Transfers, the Partial Assignments will remain valid and in full force and effect.

(b) Ratification of Second Amendment. Each of the Project Companies acknowledges that it has received a copy of that certain Second Amendment to Renewable Generator Credit Rate Agreement, dated January 8, 2018, by and between SCE&G and CEC (the “CRA Second Amendment”),

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and hereby ratifies and agrees to be bound by the terms and conditions set forth in the CRA Second Amendment as if the Project Companies had been parties to the CRA Second Amendment at the time of its execution.

(c) Release of CEC Guaranties. SCE&G acknowledges that, as of the date hereof, it has received copies of the Surety Bond and each of the Guaranties in form and substance satisfactory to SCE&G. Accordingly, (i) each of (A) that certain Guaranty, dated as of September 27, 2017, made by CEC in favor of SCE&G with respect to the Springfield Assignment, (B) that certain Guaranty, dated as of September 27, 2017, made by CEC in favor of SCE&G with respect to the Nimitz Assignment and (C) that certain Guaranty, dated as of September 27, 2017, made by CEC in favor of SCE&G with respect to the Curie Assignment are hereby released by SCE&G and shall be of no further force and effect and (ii) SCE&G shall promptly return the originals of such guaranties to CEC.

(d) Seminole Consent and Agreement. The Parties acknowledge that, as of the date hereof, the Consent and Agreement, dated as of October 10, 2017, by and among SCE&G, Seminole Funding Resources, LLC (“Seminole”) and each of the Project Companies (the “Consent and Agreement”) is consistent with the “Step-In Plan” referenced in Section 11.5.2 of the Credit Rate Agreement. Upon such time as the Secured Obligations (as such term is defined in the Consent and Agreement) associated with the loans made by Seminole to each of the Project Companies in order to finance the construction of the Springfield Solar Facility, Nimitz Solar Facility and Curie Solar Facility have been satisfied in full, CCR (as Seller under the Credit Rate Agreement) shall be responsible for providing SCE&G with an updated Step-In Plan with respect to the applicable Project Company in accordance with Section 11.5.2 of the Credit Rate Agreement.

(e) Use of the Licensed Technology. After the occurrence of any “Trigger Event” (as such term is defined in each of the License Agreements described in Section 4.4.5 of the Credit Rate Agreement), if and to the extent that SCE&G has waived its rights to perform the Customer Management Services in respect of any Facility as provided in the applicable SCE&G Rights Agreement and directs CCR and/or the Project Company owning such Facility to perform such Customer Management Services utilizing the Licensed Technology, SCE&G shall appoint CCR, Project Company or their respective designated Affiliate (provided that such Affiliate is acceptable to SCE&G in its sole discretion) as a Permitted Contractor entitled to utilize such Licensed Technology in accordance with the License Agreement described in Section 4.4.5 of the Credit Rate Agreement applicable to such Facility. Upon such appointment by SCE&G, CCR, Project Company or their respective designated Affiliate, as applicable, shall at all times comply in all respects with the terms and conditions set forth in the applicable License Agreement for so long as such entity remains a Permitted Contractor. For purposes of this Section 3(f), the terms “Permitted Contractor” and “Licensed Technology” shall have the meanings given to them in each of the License Agreements described in Section 4.4.5 of the Credit Rate Agreement.

(f) SCE&G O&M Responsibilities. The Parties acknowledge that pursuant to the amendments to the Credit Rate Agreement set forth in Section 2(e) of this Consent and Amendment, except for the payments expressly contemplated to be made by SCE&G in Section 2(e), SCE&G is hereby fully released by CCR and each of the Project Companies from all obligations and liabilities related to the operations and maintenance of each of the Facilities.

SECTION 4. Representations and Warranties.

Each Party hereby represents and warrants to the other Parties as follows:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

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(b) the execution, delivery and performance of this Consent and Amendment are within its powers, have been duly authorized by all necessary action and do not violate or conflict with any of the terms and conditions in its governing documents or any Applicable Law, or violate in any respect any contracts to which it is a party;

(c) this Consent and Amendment and each other document executed and delivered in accordance with this Consent and Amendment constitutes its legally valid and binding obligation, enforceable in accordance with its terms, subject to applicable bankruptcy or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law;

(d) it is not bankrupt or insolvent and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt or insolvent;

(e) the Party has knowledge of all laws and business practices that must be followed in performing its obligations under this Consent and Amendment and the Party is in compliance with all such laws and business practices except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on the other Party;

(f) all authorizations of and exemptions, actions or approvals by, and all notices to or filings with, any Governmental Authority that are required to have been obtained or made by it at the time this representation is made with respect to this Consent and Amendment have been obtained or made and are in full force and effect, and all conditions of any such authorizations, exemptions, actions or approvals have been complied with;

(g) as of May 1, 2018, except as disclosed in the Securities and Exchange Commission filings of a Party, its parent company, or any Affiliate of either, as applicable, there are no actions, suits, proceedings or investigations pending or, to the knowledge of the Party, threatened against it at law or in equity before any court or tribunal of the United States or any other jurisdiction that individually or in the aggregate could result in any materially adverse effect on the Party's business, properties, or assets or its condition, financial or otherwise, that would materially impair its ability to perform its obligations under this Consent and Amendment.

(h) it is acting for its own account, has made its own independent decision to enter into this Consent and Amendment and as to whether this Consent and Amendment is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Consent and Amendment.

SECTION 5. Ratification. Except as herein and hereby modified and amended, the Credit Rate Agreement (as previously amended, modified and supplemented) shall remain in full force and effect and all of the other terms, provisions, covenants and conditions thereof are ratified and confirmed.

SECTION 6. Entire Agreement. This Consent and Amendment and the Credit Rate Agreement (as previously amended, modified and supplemented) constitute the entire agreement of the parties. This Consent and Amendment shall not be modified except in writing subscribed by the parties hereto. As of the date of execution of this Consent and Amendment, none of CEC, the Project Companies or SCE&G is currently in default under the Credit Rate Agreement, nor has any event occurred which, with the passage

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of time or the giving of notice or both, would constitute default by any of CEC, the Project Companies or SCE&G.

SECTION 7. Modifications. This Consent and Amendment may not be modified orally but only by a writing signed by the parties hereto and dated subsequent to the date hereof.

SECTION 8. Invalidity. The invalidity of one or more of the provisions of this Consent and Amendment shall not affect the remaining portions of this Consent and Amendment; and, if any one or more of the provisions hereof should be declared invalid by a final order, decree, or judgment of a court of competent jurisdiction, this Consent and Amendment shall be construed as if such invalid provision had not been included in this Consent and Amendment.

SECTION 9. Counterparts. This Consent and Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and same agreement. Delivery of an executed counterpart of this Consent and Amendment by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart.

SECTION 10. Binding Effect. This Consent and Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

SECTION 11. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS CONSENT AND AMENDMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION RESULTING FROM, ARISING OUT OF OR RELATING TO THIS CONSENT AND AMENDMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) EACH PARTY MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND UNCONDITIONALLY, AND (d) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS CONSENT AND AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.

[Signatures on following page]

PUBLIC VERSION

IN WITNESS WHEREOF, the parties hereto have executed this Consent and Amendment as of the day and year first above written.

SCE&G:
South Carolina Electric & Gas Company

By: Daniel F. Kassis

Name: Daniel F. Kassis

Title: Vice President – Customer Relations
and Renewables

CCR:
Cypress Creek SC Community Solar, LLC

By: _____

Name: Jerome O'Brien

Title: Authorized Person

SPRINGFIELD SOLAR:
Springfield Solar, LLC

By: _____

Name: Jerome O'Brien

Title: Authorized Person

NIMITZ SOLAR:
Nimitz Solar, LLC

By: _____

Name: Jerome O'Brien

Title: Authorized Person

CURIE SOLAR:
Curie Solar, LLC

By: _____

Name: Jerome O'Brien

Title: Authorized Person

PUBLIC VERSION

IN WITNESS WHEREOF, the parties hereto have executed this Consent and Amendment as of the day and year first above written.

SCE&G:

South Carolina Electric & Gas Company

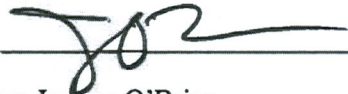
By: _____

Name: Daniel F. Kassis

Title: Vice President – Customer Relations
and Renewables

CCR:

Cypress Creek SC Community Solar, LLC

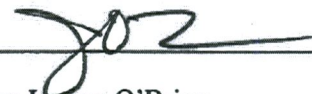
By:  _____

Name: Jerome O'Brien

Title: Authorized Person

SPRINGFIELD SOLAR:

Springfield Solar, LLC


By:  _____

Name: Jerome O'Brien

Title: Authorized Person

NIMITZ SOLAR:

Nimitz Solar, LLC

By:  _____

Name: Jerome O'Brien

Title: Authorized Person

CURIE SOLAR:

Curie Solar, LLC

By:  _____

Name: Jerome O'Brien

Title: Authorized Person

PUBLIC VERSION

The undersigned has executed this Consent and Agreement as of the day and year first set forth above solely for the purpose of acknowledging the consents granted by SCE&G under Section 1(b) hereof.

Clean Energy Collective, LLC

By: 

Name: Paul Spencer

Title: Chief Executive Officer

PUBLIC VERSION

Exhibit A

Assignment and Assumption Agreement

[To be attached]

PUBLIC VERSION

ASSIGNMENT AND ASSUMPTION OF CREDIT RATE AGREEMENT

This Assignment and Assumption of Credit Rate Agreement (“**Agreement**”) is made and entered into this 11th day of June, 2018, by and between Clean Energy Collective, LLC, a Colorado limited liability company (“**Assignor**”), and Cypress Creek SC Community Solar, LLC, a Delaware limited liability company (“**Assignee**” and, together with the Assignor, the “**Parties**” and, each individually, a “**Party**”).

RECITALS

WHEREAS, Assignor and South Carolina Electric & Gas Company (“**SCE&G**”) are parties to that certain Renewable Generator Credit Rate Agreement dated July 26, 2016, as amended by the First Amendment to Renewable Generator Credit Rate Agreement, dated as of February 22, 2017, as further amended by the Second Amendment to Renewable Generator Credit Rate Agreement, dated as of January 8, 2018, and as further amended by the Consent and Third Amendment to Renewable Generator Credit Rate Agreement, dated as of the date hereof.

WHEREAS, with the consent of SCE&G, on September 27, 2017, Assignor entered into an Assignment and Assumption Agreement with Springfield Solar, LLC (“**Springfield Solar**”) pursuant to which Assignor assigned to, and Springfield Solar assumed, all of Assignor’s rights, title, interest and obligations, (including but not limited to Assignor’s accounts and rights to receive payment) pursuant to the CRA to the extent such rights, title, interest and obligations relate to the Springfield Solar Facility;

WHEREAS, with the consent of SCE&G, on September 27, 2017, Assignor entered into an Assignment and Assumption Agreement with Nimitz Solar, LLC (“**Nimitz Solar**”) pursuant to which Assignor assigned to, and Nimitz Solar assumed, all of Assignor’s rights, title, interest and obligations, (including but not limited to Assignor’s accounts and rights to receive payment) pursuant to the CRA to the extent such rights, title, interest and obligations relate to the Nimitz Solar Facility;

WHEREAS, with the consent of SCE&G, on September 27, 2017, Assignor entered into an Assignment and Assumption Agreement with Curie Solar, LLC (“**Curie Solar**”) pursuant to which Assignor assigned to, and Curie Solar assumed, all of Assignor’s rights, title, interest and obligations, (including but not limited to Assignor’s accounts and rights to receive payment) pursuant to the CRA to the extent such rights, title, interest and obligations relate to the Curie Solar Facility;

WHEREAS, Assignor and Cypress Creek Renewables, LLC have entered into that certain Membership Interest Purchase Agreement, dated as of the date hereof, pursuant to which Renewable Sun, LLC, an affiliate of Assignor, will, subject to consent by SCE&G, transfer one hundred percent (100%) of the equity interests in each of Springfield Solar, Nimitz Solar and Curie Solar to Assignee (the “**MIPA**”);

WHEREAS, Assignor desires to assign all of its rights, title, interest and obligations under the CRA to Assignee, and Assignee has agreed to assume all of Assignor’s rights, title, interest and obligations under the CRA on the date hereof, on the terms and subject to the conditions set forth in the MIPA and this Agreement, subject to consent by SCE&G; and

PUBLIC VERSION

WHEREAS, pursuant to the Consent and Third Amendment to Renewable Generator Credit Rate Agreement, dated as of the date hereof, by and among SCE&G, Springfield Solar, Nimitz Solar, Curie Solar and Assignee, SCE&G has acknowledged its consent to the consummation of the transactions contemplated by the MIPA and the assignment and assumption of the CRA contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ***Definitions and Interpretation.*** Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the CRA.
2. ***Transfer.*** Assignor hereby sells, transfers, assigns, conveys and delivers unto Assignee all of Assignor's rights, title, interest and obligations under the CRA.
3. ***Assumption of Assignee.*** Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of all of Assignor's rights, title, interest and obligations under the CRA, and assumes and agrees to satisfy and perform all rights, obligations and liabilities of Assignor under the CRA whether arising before or after the date of this Agreement, whether or not known prior to the date of this Agreement, and regardless of whether due to any fault of, or any actions or omissions to by, Assignor or Assignee.
4. ***Representations and Warranties.*** As of the date hereof, each Party represents and warrants to the other Party that:
 - a. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
 - b. The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents or any Law applicable to it, or violate in any material respect any contracts to which it is a party;
 - c. This Agreement and each other document executed and delivered in accordance with this Agreement constitute its legally valid and binding obligation, enforceable in accordance with their respective terms, subject to applicable bankruptcy or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law;
 - d. It is not bankrupt or insolvent and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt or insolvent;
 - e. There are not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement; and

PUBLIC VERSION

- f. It is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement.
5. ***Further Representation of Assignor.*** The CRA is in full force and effect, and has not been assigned, amended or modified except as set forth above; and neither Assignor nor, to the actual knowledge of Assignor, SCE&G is in default under the CRA, and there are no pending or, to Assignor's actual knowledge, threatened disputes or legal proceedings between Assignor and SCE&G.
6. ***Further Assurances.*** The parties hereto agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Agreement.
7. ***Governing Law.*** This Agreement, and any instrument or agreement required hereunder (to the extent not otherwise expressly provided for therein), shall be governed by, and construed under, the Laws of the State of South Carolina, without reference to conflicts of Laws rules, and each of the parties hereto submits to the non-exclusive jurisdiction of the courts of the State of South Carolina in connection with any disputes arising out of this Agreement.
8. ***Waiver of Jury Trial.*** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION RESULTING FROM, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) EACH PARTY MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND UNCONDITIONALLY, AND (d) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.
9. ***Counterparts.*** This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one agreement.
10. ***Delivery by Facsimile or PDF.*** This Agreement, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party, each other party

PUBLIC VERSION

shall re-execute original forms thereof and deliver them to the other parties. No party shall raise the use of a facsimile machine or electronic transmission in pdf to deliver a signature or the fact that any signature was transmitted or communicated through such means as a defense to the formation of a contract and each party forever waives any such defense.

11. ***Successors and Assigns.*** This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

[signature page follows]

PUBLIC VERSION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

ASSIGNOR:

Clean Energy Collective, LLC

By: _____

Name: _____

Title: _____

ASSIGNEE:

Cypress Creek SC Community Solar, LLC

By: _____

Name: _____

Title: _____

Exhibit B**Appendix B to Credit Rate Agreement**

During the Delivery Term for each Facility, Seller shall provide, or cause to be provided, the services at the frequency indicated below, in accordance with the terms and conditions of this Agreement (as set forth in further detail below). It is expected that Seller shall exert best efforts to note, or cause to be noted, to SCE&G items of concern outside the scope of scheduled visits; inspecting and assessing items that seem to be problematic even if not part of the scheduled visits and later discussing with the owner to seek remedy.

Item #	Service	Service Description	Frequency
1. Monitoring, Reporting, and Inventory			
1.1	Active Site Monitoring	Monitor inverters and meter output data for issues and alarms.	Daily
1.2	Annual Maintenance Plan	Provision of Annual Maintenance Plan, including baseline schedule for all maintenance services contemplated to occur in such year	Annually, by November 1 of each calendar year during the Term
1.3	Monthly Reporting	Provide monthly operating report for the projects including a summary of (i) operations; (ii) weather data, power and environmental attributes; (iii) Project performance; (iv) reports of any environmental or site disturbances; (v) safety/accident reports; (vi) Non-Covered Services; (vii) maintenance and inspection reporting; and (viii) any scheduled or recommended maintenance for the upcoming month.	Monthly, by the 15th day of the following month
1.4	Annual Reporting	Provide annual maintenance/inspection reports for the Project for the preceding calendar year	Annually, by February 1 of each calendar year during the Term
1.5	Emergency Services and Incident Reporting	Provide written report (in .pdf format) on any event involving Emergency Services, personnel injury associated with the Projects, or material damage to any Project or any part thereof.	No later than five (5) business days after the occurrence, or immediately for OSHA recordable events, but no later than 24 hours after obtaining knowledge of the event.
1.6	Security Incident Reporting	Notify Project Owner following provider receiving information indicative of a security issue on site	Immediately, but no later than 24 hours after obtaining knowledge of the event.
1.7	Maintain Spare Parts	Store, maintain, and replenish spare parts inventory at Project Owner's expense. Inventory will be stored, at	As Needed

PUBLIC VERSION

Item #	Service	Service Description	Frequency
		Provider's option either on-site in an O&M storage structure or off-site at a centralized storage facility or warehouse.	
2. Site Property Inspection/Maintenance			
2.1	Vegetation Management	Maintain vegetation and debris removal/control and landscaping, for all property within the fence line and all property immediately surrounding fencing (within reason), specifically ensuring vegetation does not encroach on modules.	As Needed
2.2	Perimeter and Fence Inspection	Inspect all fencing for signs of damage, intrusion, and overgrowth of vegetation. Inspect signage to ensure all originally installed signs are present and legible	2 X per year
2.3	Roads	Inspect all roads for soil erosion concerns	2 X per year
2.4	Site Security Systems	Inspect security systems (if installed) for proper operation according to original security plan and design. Inspect entire site for general vandalism or other signs of security related issues.	2 X per year
3. DC Systems			
3.1	Racking Inspection	Inspect all racking, racking mounts and conduits on racking for damage, corrosion, settling and stability	1 X per year
3.2	Module Inspections	Visually inspect a 25% sampling of modules for soiling, breakage, delamination, discoloring and hot spots (only via aerial thermal audits). Inspections may be done either on the ground or via aerial visual analysis and aerial thermal imaging. If systemic issues are identified, notify Project Owner and propose a corrective action plan to be implemented as needed.	1 X per year
3.3	Broken Module Replacement	Replace modules that have previously been identified as broken (within reason), or identified as broken at the time of inspection. The cost of replacement modules (either for immediate use or to replenish spare parts) will be paid for by the Project Owner as needed. The procurement of replacement modules is conditional to Project Owner approval.	As Needed
3.4	Wire Inspection	Visually inspect for proper wire management and any possible damage on exposed conductors.	2 X per year
3.5	Combiner Box and Re-Combiner Inspections	Electrical/mechanical inspection of combiners & disconnects. Visually inspect bonding bushings and grounding, check for wire damage especially at entrance/exit locations, terminal corrosion, any discoloration, and inspect fuses for proper functionality. Remove insects/pest debris from all enclosures.	2 X per year

Item #	Service	Service Description	Frequency
3.6	Combiner Box and Re-Combiner Torque Inspections	Confirm and correct terminal torque settings for both sides of all fuse holders, grounded (negative) terminal bar, grounding bar, PV output circuit and DC Disconnects.	1 X per year
4. AC Systems			
4.1	Inverters	Perform annual inverter preventative maintenance work for all inverters per manufacturer's recommendations and manufacturer's warranty requirements.	Per Manufacturer's Recommendations and Manufacturer's Warranty Requirements
4.2	Inverter Air Filters and Transformer heat sinks	Inspect inverter air-filters and heat sinks, and clean or replace air filters if necessary.	2 X per year or Per Manufacturers Recommendations, whichever is more frequent.
4.3	Transformers	Visually inspect and clean all transformers per manufacturer recommendations, including but not limited to oil level measurement and clearing heat sink of debris.	1 X per year
4.4	AC Disconnect (if applicable)	Inspection of latches and seals on enclosure, verify proper operation of disconnect, visually inspect terminations and confirm and correct terminal torque settings. Check for signs of arcing.	1 X per year
5. DAS/SCADA Inspections			
5.1	General DAS Inspection	Perform monitoring system maintenance per manufacturer's specifications; verify orientation and attachment of pyranometers and module temperature sensors and MET station, and verify back up power supply functionality.	1 X per year
5.2	Pyranometers	Clean pyranometer domes with a soft cloth.	All scheduled & unscheduled site visits
5.3	Pyranometer Calibration	Coordinate with Project Owner to cause calibration of pyranometers per manufacturer's specifications.	Per manufacturer specifications
5.4	Data/Instrument Accuracy and Communications Verification	Test MET station sensors (GHI and POA pyranometers, ambient temperature, back-of-module, anemometer, Revenue Grade Meter (including current transducers), and inverter direct	1 X per year
6. Testing			
6.1	IV Curve String Testing or Module Level Thermal Audits	100% IV Curve Testing on strings, or 100% Module Level Thermal Audits	1 X per year
6.2	Thermal Imaging	Thermal imaging of all: overcurrent protection devices (OCPD) and bolted electrical connections including terminations in combiners and all disconnects, inverters and transformers	1 X per year

PUBLIC VERSION

Item #	Service	Service Description	Frequency
6.3	Transformer Oil Testing	Conduct transformer oil sampling and testing per nationally and/or internationally recognized testing standards	1 X per two years
6.4	Point-to-Point Testing	For 5% random sampling of combiner boxes, inspect grounding from modules & rack to combiners for wear, corrosion, and secure connections, and test the point-to-point resistance between modules, rack and EGC per NETA-ATS 2013 Section 7.13; document location, measure resistance and record results. Investigate point-to-point resistance readings that exceed 0.5 ohms. Notify Project Owner of any issues identified and propose a corrective action plan to be implemented as needed.	1 X per year
7. Other			
7.1	Racking	Review Articulating Knuckles - Look for unsecured bolts.	1 X per year
7.2	Racking	Visual inspection of Grounding Clamps-Secure and Grounding Wire attached.	1 X per year
7.3	Racking	Visual inspection of ground bonding straps; list findings in annual report; repair and replace straps as needed.	1 X per year
7.4	Racking	Spot check structural bolts for torque.	1 X per year
7.5	Modules	Spot Check Module mounting hardware for torque.	1 X per year
7.6	Transformer	Read and record Pressure Gauges.	1 X per year
7.7	Inverters	Check MOV (Surge Protector).	1 X per year
7.8	Inverters	Install Software Updates.	As Necessary
7.9	Inverters	Perform any other tasks as required by the manufacturer to maintain the equipment warranty.	1 X per year
7.10	Electrical Review – DC Circuits, Combiner Boxes and Re-Combiner Boxes	Perform any other tasks as required by the manufacturer to maintain equipment warranties.	1 X per year

Item #	Service	Service Description	Frequency
7.11	Electrical Review – DC Circuits, Combiner Boxes and Re-Combiner Boxes	Measure and record source circuit currents at combiner boxes.	1 X per year
7.12	Electrical Review – DC Circuits, Combiner Boxes and Re-Combiner Boxes	Record irradiation and temperature for each combiner box.	1 X per year
7.13	Electrical Review – DC Circuits, Combiner Boxes and Re-Combiner Boxes	Re-Torque all combiner lugs for loose connections.	1 X per year
7.14	Electrical Review – DC Circuits, Combiner Boxes and Re-Combiner Boxes	Inspect and repair box seals, clear out pests and weep holes.	1 X per year
7.15	BOS, Electrical Review – AC/DC Switchgear-Communication Equipment	Review Weather Station for broken pieces, intact wiring.	1 X per year
7.16	BOS, Electrical Review – AC/DC Switchgear-Communication Equipment	Review router/meter communication set up, intact wiring.	1 X per year
7.17	BOS, Electrical Review – AC/DC Switchgear-Communication Equipment	Review electrical signage.	1 X per year
7.18	BOS, Electrical Review – AC/DC Switchgear-Communication Equipment	Review Grounding Clamps for rusting, or signs of corrosion.	1 X per year
7.19	BOS, Electrical Review – AC/DC Switchgear-Communication Equipment	Re-torque electrical connections.	1 X per year
7.20	Data Acquisition System – Communication Equipment	Tighten all connections.	1 X per year

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Item #	Service	Service Description	Frequency
7.21	Data Acquisition System – Communication Equipment	Check wind sensors (if applicable) for obstructions.	1 X per year
7.22	Data Acquisition System – Communication Equipment	Lube moving parts of wind sensors (if applicable) with small amount of WD40 lubricant.	1 X per year
7.23	Data Acquisition System – Communication Equipment	Clear any debris from temperature sensors.	1 X per year
7.24	Data Acquisition System – Communication Equipment	Log kWh readings from inverters and contract meters and compare data in a 24 hour increment to monitoring system to verify proper calibration of contract meters and monitoring system.	1 X per year
7.25	Performance Testing	Measure and record open circuit voltage (Voc) and polarity of each string (25% of array per year).	1 X per year
7.26	Performance Testing	Measure and record short-circuit current (Isc) of each string (25% of array per year).	1 X per year
7.27	Performance Testing	Confirm inverter shuts down if AC utility is disconnected- 5min restart delay.	1 X per year
7.28	Performance Testing	Measure and record max. power current (ImP) for each string (25% of array per year).	1 X per year
7.29	Performance Testing	Confirm inverters power reading using independent meters.	1 X per year

Exhibit C

Appendix G to Credit Rate Agreement

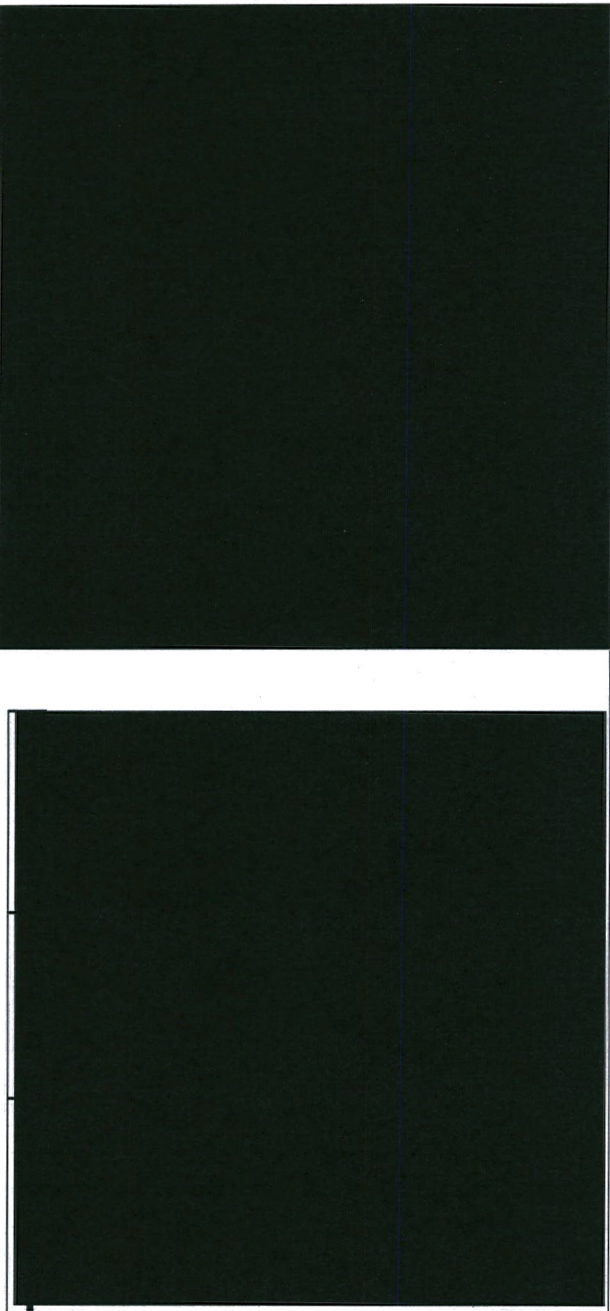
General O&M Pricing

Annual Payments per Facility

System Size (kW DC)		
10,621.20	7,776.00	2,498.40
Nimitz	Springfield	Curie

Year	Preventative Maintenance (\$/kW)	Corrective Maintenance (\$/kW)	Total O&M Pricing (\$/kW)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Initial Term

Extension Period	21		
	22		
	23		
	24		
	25		
	26		
	27		
	28		
	29		
	30		
	31		
	32		
	33		
	34		
	35		

PUBLIC VERSION

Exhibit D

Appendix H to Credit Rate Agreement

Form of Surety Bond

BOND NUMBER: _____

FINANCIAL AND PERFORMANCE GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Cypress Creek SC Community Solar, LLC (hereinafter called the "Principal"), and _____ with its principal office at _____ located in the Continental United States, a corporation duly organized under the laws of the State of _____ (hereinafter called the "Surety") as Surety, are held and firmly bound unto South Carolina Gas & Electric Company (hereinafter called the "Obligee"), as Obligee, in the sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made and performance of all obligations of Principal under the Agreements (as defined below), we the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

This Financial and Performance Guarantee Bond (this "Bond") is being issued in connection with (a) that certain Guaranty, dated June 11, 2018, issued by Principal in favor of Obligee and (b) that certain Renewable Generator Credit Rate Agreement, dated July 26, 2016, among Principal, Springfield Solar, LLC Nimitz Solar, LLC, Curie Solar, LLC and Obligee, as amended by that certain First Amendment to Renewable Generator Credit Rate Agreement, dated as of February 22, 2017, as further amended by the Second Amendment to Renewable Generator Credit Rate Agreement, dated as of January 8, 2018, and as further amended by the Consent and Third Amendment to Renewable Generator Credit Rate Agreement, dated as of June 11, 2018 (collectively referred to as the "Agreements").

Now therefore, the condition of this obligation is such that if the Principal shall well and truly keep all the terms and conditions as outlined in said Agreements, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, this Bond is executed by the Surety and accepted by the Obligee subject to the following conditions:

1. No assignment of this Bond shall be effective without the written consent of the Surety.

PUBLIC VERSION

2. This obligation shall continue in full force and effect until terminated by the Surety with sixty (60) days advance written notice to the Obligee, such notice to be sent by registered mail to

SCANA Corporation
 Director Corporate Credit
 MC-C102
 220 Operation Way
 Cayce, SC 29033-3701

Such termination shall not affect liability incurred under this obligation prior to the effective date of such termination subject to condition 5 herein.

3. In addition to all other amounts payable hereunder, Surety shall, within fifteen (15) days after receipt of demand, reimburse Obligee for all costs, attorney's fees, and other expenses that Obligee expends or incurs in the enforcement of the provisions of the underlying obligation provided Surety has failed within thirty (30) days of receiving notice of default of Principal to assume the obligation of this Bond.
4. Obligee may make multiple claims under this Bond.
5. The liability of Surety under this Bond shall not be discharged or affected by (i) any waiver, extension or modification of Principal's obligations to Obligee (ii) the failure of Obligee to bring any action against, provide any notice to, or make any demand on Principal, Cypress Creek Holdings, LLC, Springfield Solar, LLC, Nimitz Solar, LLC, Curie Solar, LLC or any other person or entity, (ii) the failure of Obligee to notify Surety of nonpayment or waiver, extension or modification of Principal's obligations to Obligee, (iii) any payment or succession of payments under this Bond, unless and until such payment or payments shall amount in the aggregate to the sum above stated or (iv) any defenses based on suretyship.
6. Except as set forth in Section 3, the aggregate liability of the Surety shall not exceed the sum above stated regardless of the number of years and/or continuation certificates that the Surety may issue.
7. No action, suit or proceeding shall be had or maintained against the Surety on this Bond unless the same be brought or instituted within sixty (60) days after the termination or release of this Bond.

In witness whereof, said Principal and said Surety have caused this Bond to be duly signed and their seals affixed this ____ day of ____, 2018.

PUBLIC VERSION

Principal

BY: _____

Name:

Title:

Surety

BY: _

Name:

Title: _____